IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

CIVIL WRIT PETITION NO. 19292 OF 2005(O&M)

DATE OF DECISION: January 15, 2007

Parties Name

The Sunam Co-operative Marketing -cum-Processing Society Ltd.

..PETITIONER

VERSUS

The Presiding Officer and another

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JASBIR SINGH
HON'BLE MR. JUSTICE BALDEV SINGH

PRESENT: Mrs. Sushma Chopra,
Advocate, for the petitioner.

Ms. Jagdeep Bains, Advocate, for respondent No.2

JASBIR SINGH, J. (oral)

Order.

This writ petition has been filed with a prayer to quash award passed by the Labour Court, Patiala, on August 12, 2005, vide which respondent – Workman was ordered to be reinstated along with continuity in service and 50 % back wages. It is not in dispute that after passing of the award, referred to above, workman was taken back in service. Counsel for the petitioner, by referring to document Annexure P-3, states that in compliance with the provisions of Section 25 -F of the Industrial Disputes Act, 1947, a cheque towards compensation amount, was handed over to the respondent -workman along with his termination letter. This aspect was thoroughly looked into by the Labour Court and it was observed thus:

"10. Mr. Sood states that at the time of the termination of the services of the Workman, he was given a cheque in lieu of his compensation according to Section 25-F of the Industrial Disputes Act, 1947. In support of the above, Mr. Sood has referred Ex. M-7. There is no doubt that it has been written in Ex. M-7 that the Workman has also been given the cheque in lieu of his compensation. The above noted letter has to be brushed aside for many reasons. The first reason is that neither the management has stated in their written statement that the Workman was given any kind of compensation at the time of his termination nor they have put any suggestion to the Workman when he has stated on oath in the witness box that he has been given any amount in lieu of his compensation. In this way, Ex. M-7 was also not shown to the Workman. Ex. M-7 is actually not clear. It is not mentioned in this, if any amount has been paid to the Workman then what was that amount. If any amount has been paid through cheque then in Ex. M-7, the some cheque no. must have been mentioned. But in Ex. M-7, no cheque no. was mentioned. If the Management has paid some amount through cheque then in this regard, the management should have proved the same from record of the concerned bank. But the management has not done so. But MW1 has stated that except M-7, no other proof is there for giving the compensation. Therefore, in view of the above mentioned circumstance, it is clear that the management has badly unable to prove that they have terminated the services of

the Workman in accordance with Section 25-F of the Industrial Disputes Act, 1947.

We are of the view that the finding given above is perfectly justified. Accordingly we are not inclined to interfere in the finding given above. However, after going through the evidence on record, we are satisfied that the award of back wages @ 50% is somewhat on the higher side. Keeping in view facts and circumstances of the case and also a fact that the respondent – Workman was taken back in service, after passing of the award under challenge, we reduce the award of back wages from 50% to 30%. Amount due, be paid to the workman within six weeks from today. If amount, already paid, is in excess, the same will be adjusted while making fresh payment. It is made clear that remaining payment, if not paid within six weeks, the relief granted to that extent shall be deemed to have been declined. Disposed of.

(Jasbir Singh)
Judge

(Baldev Singh)
Judge

January 15, 2007.
DKC